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Noncommercial, Restricted  
Test and Evaluation (Research)  
End User License Agreement (EULA)  
License Number: xx-N000xxx**

This LICENSE AGREEMENT, effective on the date of last signature hereto, is by and between **Sandia Corporation**, (hereinafter SANDIA) a corporation having a place of business located in Albuquerque, New Mexico and LICENSEE (as specified in Exhibit 1 of this License Agreement).

1. The United States Department of Energy (hereinafter DOE) is the agency responsible for the federally-owned facility known as Sandia National Laboratories that is managed and operated by SANDIA for DOE under prime contract DE-AC04-94AL85000.

2. SANDIA desires to license SANDIA'S rights in the software identified in Exhibit 4 of this License Agreement (hereinafter SANDIA SOFTWARE) and SANDIA'S rights in patent(s) and patent(s) that may issue from patent applications or patent disclosures identified in Exhibit 3 of this License Agreement (hereinafter collectively known as SANDIA PATENTS). However, the term SANDIA SOFTWARE shall not include technical information or data acquired from third parties, which require accounting to third parties, except for those identified in Exhibit 5 of this License Agreement.

3. SANDIA undertakes licensing arrangements, including this License Agreement, for the sole benefit of DOE technology transfer programs, in support of its technology transfer mission, and in support of other Programmatic Objectives as identified in Exhibit 2 of this License Agreement. However, the United States Government is neither a party to nor assumes any liability for activities of SANDIA in connection with this License Agreement.

**Replace the following text with Reserved if this is a research license**

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12. SANDIA grants to LICENSEE a nonexclusive, nontransferable license to make and use invention(s) claimed in SANDIA PATENTS only to the extent necessary to exercise the rights granted LICENSEE herein to SANDIA SOFTWARE. Except as provided in the foregoing sentence, notwithstanding anything herein to the contrary, the licenses granted in this Agreement shall not extend to any patents or patent applications owned or licensed by Sandia.

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14. SANDIA and LICENSEE further agree to abide by the provisions in Exhibit 7 of this License Agreement.

15. Within thirty (30) days of the effective date of this License Agreement or as identified in Exhibit 7 of this License Agreement, SANDIA shall make available to LICENSEE SANDIA SOFTWARE and any associated documentation. LICENSEE acknowledges that SANDIA SOFTWARE is a research tool still in the development stage and that it is being supplied without any accompanying services or improvements from SANDIA, except as identified in Exhibit 7 of this License Agreement.

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19. LICENSEE further agrees not to copy SANDIA SOFTWARE, in whole or in part, except as required for use by LICENSEE, for modifications, backup, or archival purposes. LICENSEE agrees to maintain appropriate records of the number and location of any copies of SANDIA SOFTWARE, and retain statutory markings on all such copies.

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22. To the extent that SANDIA SOFTWARE is distributed as object or executable code, LICENSEE further agrees not to disassemble, decompile or otherwise reverse-engineer SANDIA SOFTWARE, except as necessary for LICENSEE's ENJOYMENT of SANDIA SOFTWARE under this License Agreement.

23. LICENSEE further agrees not to use any portion of SANDIA SOFTWARE in any machine-readable form outside SANDIA SOFTWARE.

24. LICENSEE's obligations of nondisclosure of SANDIA SOFTWARE under this License Agreement shall continue for ten years from the date of termination of this Agreement.

25. LICENSEE shall report to SANDIA technical evaluations including but not limited to computer bugs and performance issues relating to LICENSEE's ENJOYMENT of SANDIA SOFTWARE.

26. Upon termination of this License Agreement, LICENSEE shall return the SANDIA SOFTWARE and any associated documentation supplied therewith to SANDIA, postage prepaid. LICENSEE shall also return any copies of SANDIA SOFTWARE and associated documentation to SANDIA, postage prepaid, or destroy such copies and submit a certificate to SANDIA verifying said destruction.

27. LICENSEE shall not, without express written consent of SANDIA, make any verbal or written statement or perform any act indicating that SANDIA endorses any use of SANDIA SOFTWARE and SANDIA PATENTS by LICENSEE. Further, nothing in this License Agreement shall be construed as conferring rights to use any trademark or the name of SANDIA in any advertising, endorsing, publicity, or otherwise.

28. LICENSEE agrees to provide attribution to SANDIA according to Exhibit 6 of this License Agreement.

**Replace the following paragraph with Reserved if this is only ITAR controlled material. Include paragraph 29 and 30 if there is a mixture of non-ITAR and ITAR subject matter.**

29. LICENSEE shall abide by the export control laws and regulations of the United States Department of Commerce and other United States governmental regulations relating to the export of SANDIA SOFTWARE and SANDIA PATENTS. Failure to obtain an export control license or other authority from the Government may result in criminal liability under U.S. laws.

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31. All liaisons between LICENSEE and SANDIA shall be between the following designated individuals and those identified in Exhibit 1 of this License Agreement:

**Sandia Technical Contact (U.S. Mail only):**

Sandia National Laboratories  
Attention:  
Reference: Sandia License Number: xx-N000xxx  
Mail Stop  
P.O. Box 5800  
Albuquerque, NM 87185  
Phone:  
Email:

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Attention: Licensing Agreements Administration  
Reference: Sandia License Number: xx-N000xxx  
P.O. Box 5800  
Mailstop 0114  
Albuquerque, NM 87185  
Telephone: (505) 844-4234  
Facsimile: (505) 844-8011

**For Payments (U.S. Mail only):**

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c/o Bank of America  
Reference: Sandia License Number: xx-N000xxx  
P.O. Box 25848  
Albuquerque, NM 87125

**Replace the following paragraph with Reserved if the licensee is a State related institution (State university for example)**

32. Neither SANDIA, the GOVERNMENT, nor their agents, officers and employees shall be liable for any loss, damage (including, incidental, consequential and special), injury or other casualty of whatsoever kind, or by whomsoever caused, to the person or property of anyone, including LICENSEE, its successors, and assigns, arising out of or resulting from the licenses granted to LICENSEE herein, or the accuracy and validity of SANDIA SOFTWARE and SANDIA PATENTS. LICENSEE agrees for itself, its successors and assigns, to defend SANDIA and to indemnify and hold each of SANDIA and the GOVERNMENT harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed on SANDIA in connection therewith) for such loss, damage (including incidental, consequential and special), injury or other casualty.

**Replace the following paragraph with Reserved if the licensee is not a State related institution (State university for example)**

33. Neither SANDIA, the GOVERNMENT, nor their agents, officers and employees shall be liable for any loss, damage (including, incidental, consequential and special), injury or other casualty of whatsoever kind, or by whomsoever caused, to the person or property of anyone, including LICENSEE, its successors, and assigns, arising out of or resulting from the licenses granted to LICENSEE herein, or the accuracy and validity of SANDIA SOFTWARE and SANDIA PATENTS. LICENSEE agrees for itself, its successors

and assigns, to defend SANDIA and to indemnify and hold each of SANDIA and the GOVERNMENT harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed on SANDIA in connection therewith) for such loss, damage (including incidental, consequential and special), injury or other casualty. If LICENSEE is a State, a state college, university, or a political subdivision of a State or agency thereof, and LICENSEE is limited by law from assuming such indemnification obligations, such obligations shall be assumed to the extent permitted by such State law, except that such obligations shall be assumed for any liability resulting from the negligent acts or omissions of LICENSEE.

34. This License Agreement shall be effective for \_\_\_\_\_TBD after the effective date of this License Agreement, with option to renew at SANDIA'S sole discretion.

35. This License Agreement shall be construed, interpreted and applied in accordance with the laws of the State of New Mexico. Any legal action arising out of this License Agreement or use of SANDIA SOFTWARE or SANDIA PATENTS under this License Agreement shall be filed in a court in the State of New Mexico.

36. Each party warrants and represents that the execution and delivery of this Agreement, by SANDIA and LICENSEE, has not been induced by any promises, representations, warranties, or agreements other than those expressed herein. This Agreement includes Exhibit 1 through Exhibit 7, which are incorporated herein by reference, and embodies the entire understanding between SANDIA and LICENSEE with respect to the subject matter. This Agreement supersedes all previous communications, representations, and undertakings, either verbal or written, between SANDIA and LICENSEE with regard to the subject matter described.

**Template approved as to legal form**

**August, 2003.**

**Sandia**

By: \_\_\_\_\_

Signature

David L. Goldheim

Title: Director, Corporate Business Development and  
Partnerships Center

Date: \_\_\_\_\_

**Licensee**

By: \_\_\_\_\_

Signature

Type or Print Name of Signer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1: Licensee**

Company

Attention:

Reference: Sandia License Number: xx-N000xxx

Phone:

Fax:

Email:

**Exhibit 2: Programmatic Objectives**

Reserved

**Exhibit 3: Sandia Patents, Patent Applications, and Disclosures**

**Sandia Patents**

Reserved

**Sandia Patent Applications**

Reserved

**Sandia Disclosures**

Reserved

**Exhibit 4: Sandia Software**

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**Exhibit 5: Third Party Rights**

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**Exhibit 6: Attribution**

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**Exhibit 7: Special Provisions**

Reserved